

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   9	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>16-Oct-2017</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE <b>N00039</b>  COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 12350 RESEARCH PARKWAY ORLANDO FL 32826		7. ADMINISTERED BY (If other than item 6) CODE <b>S0513A</b>  DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 813A SANTA ANA CA 92701					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) NA ALI CONSULTING & SALES LLC 3375 KOAPAKA ST STE B200 HONOLULU HI 96819-1862				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N0003917F0071</b>			
				X 10B. DATED (SEE ITEM 13) <b>12-Apr-2017</b>			
CODE <b>31CB3</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.243-2 - Changes - Cost Reimbursement</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>borow ski187</b> The purpose of this modification is to: (1) Expand Field Test 1A Activities under CLINs 0001 and 0003; (2) Incorporate an option for Field Test 2 planning and ODCs under new CLINs 0006 and 0007; (3) Increase the estimated cost and fixed fee of CLIN 0001 by <u>(b)(4)</u> and provide incremental funding of <u>(b)(4)</u> under SLIN 000104; (4) Provide <u>(b)(4)</u> of incremental finding for CLIN 0002 under SLIN 000202; (5) Increase the estimated cost and fixed fee of CLIN 0003 by <u>(b)(4)</u> and provide incremental funding of <u>(b)(4)</u> under SLIN 000302 and <u>(b)(4)</u> under SLIN 000303; (6) Establish option CLIN 0006, Field Test 2 Planning, in the total estimated amount of <u>(b)(4)</u> ; (7) Establish option CLIN 0007, ODCs for Field Test 2 Planning, in the total estimated amount of <u>(b)(4)</u> ; (8) Incorporate updated PWS and CDRLs; (9) All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHERINE L HOLCOMB / CONTRACTING OFFICER TEL: 407-380-4316 EMAIL: katherine.holcomb@navy.mil			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>(b)(6)</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>20-Oct-2017</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) (EST) to (b)(4) (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4).  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4).  
The total cost of this line item has increased by (b)(4) from (b)(4) (EST) to (b)(4) (EST).

CLIN 0003

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4).  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4).  
The total cost of this line item has increased by (b)(4) from (b)(4) (EST) to (b)(4) (EST).

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104 CPFF					
	CLIN 0001 Funding PR Number: 1300664270-0001				
ESTIMATED COST					\$0.00
FIXED FEE					\$0.00
TOTAL EST COST + FIXED FEE					\$0.00
	ACRN: AE Funded Amount: (b)(4)				

SUBCLIN 000202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202 COST					
	CLIN 0002 Funding				
ESTIMATED COST					\$0.00
	ACRN: AE Funded Amount: (b)(4)				

SUBCLIN 000302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302 CPFF					
	CLIN 0003 Funding PR Number: 1300664270-0001				
ESTIMATED COST					\$0.00
FIXED FEE					\$0.00
TOTAL EST COST + FIXED FEE					\$0.00
	ACRN: AE Funded Amount: (b)(4)				

SUBCLIN 000303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303 CPFF					
	CLIN 0003 Funding PR Number: 1300668312				
ESTIMATED COST					\$0.00
FIXED FEE					\$0.00
TOTAL EST COST + FIXED FEE					\$0.00
	ACRN: AD Funded Amount: (b)(4)				

CLIN 0006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 CPFF		1	Lot		EST
OPTION	Prototype Planning & Field Test 2-3 Contractor shall perform the requirements in accordance with the Attachment 1, Performance Work Statement (PWS). FOB: Destination				
ESTIMATED COST					(b)(4) (EST.)
FIXED FEE					(b)(4)
TOTAL EST COST + FIXED FEE					(b)(4) (EST.)

CLIN 0007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 COST		1	Lot		EST
OPTION	Other Direct Costs (ODCs) The Contractor shall provide ODCs, Including travel, web hosting and supplies, for performance of the effort under CLIN 0001, as authorized by the TOCOR/PCO and funded by this Task Order. FOB: Destination				
ESTIMATED COST					(b)(4) (EST.)

The following have been modified:

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is (b)(4), *provided* that not less than (b)(4) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than (b)(4) staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (b)(4) of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below

listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

CLIN

Total Staff-hours  
of Direct Labor (X)

0001

0003

0006 (Option)

(b)(4)

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that 0 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105 % of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period. In no event shall the Contractor be required to provide more than 105 % of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95 % of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

- (1) The total number of staff-hours of direct labor expended during the applicable period.
  - (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
  - (3) A breakdown of other costs incurred.
  - (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.
- In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:
- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
  - (6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$3,851,166.97 inclusive of fee. It is estimated that these funds will cover the cost of performance through 11 Apr 2018. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$3,851,166.97 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000104:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0006 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 12-APR-2018 TO 11-APR-2019	N/A	COMMANDER, SPACE AND NAVAL WARFARE (b)(6) SYSTEMS COMMAND PEO 701 S. COURTHOUSE RD BLDG 12 ARLINGTON VA 22204-2198 (504) 697-4552 FOB: Destination	N00039

The following Delivery Schedule for CLIN 0007 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 12-APR-2018 TO 11-APR-2019	N/A	COMMANDER, SPACE AND NAVAL WARFARE (b)(6) SYSTEMS COMMAND PEO 701 S. COURTHOUSE RD BLDG 12 ARLINGTON VA 22204-2198 (504) 697-4552 FOB: Destination	N00039

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to \$3,851,166.97.

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AE

CIN: 130066427000001

Acctng Data: 1771319 Q5EB 255 00039 0 050120 2D 000000

Increase: (b)(4)

Total: (b)(4)

Cost Code: A00004133037

SUBCLIN 000202:

Funding on SUBCLIN 000202 is initiated as follows:

ACRN: AE

CIN: 130066427000003

Acctng Data: 1771319 Q5EB 255 00039 0 050120 2D 000000

Increase: (b)(4)

Total: (b)(4)

Cost Code: A00004133037

SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: AE

CIN: 130066427000002

Acctng Data: 1771319 Q5EB 255 00039 0 050120 2D 000000

Increase: (b)(4)

Total: (b)(4)

Cost Code: A00004133037

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

ACRN: AD

CIN: 130066831200001

Acctng Data: 1771319 P559 255 45997 0 068566 2D CP5403

Increase: (b)(4)

Total: (b)(4)

Cost Code: 459977P5250Q

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:  
EXIHIBIT/ATTACHMENTS

### DOCUMENT DESCRIPTION

Attachment 1	Performance Work Statement for Personnel & Pay Pilot/Studies/Analysis dated 6 Aug 2017, Mod P00001
Attachment 2	CDRLs_PersPay Pilot Prototyping_20170906_v4, Mod P00001
Attachment 3	QASP_PersPay Pilot Prototyping_20170308_v2

(End of Summary of Changes)